



INVITATION
TO BID NUMBER:

171A901035

DIVISION OF PURCHASING

805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947

12/2015

DATE ISSUED: 7/21/2016

BIDS DUE BY 08/04/2016 at 12:00 ET

Address Bids to: City Purchasing Agent
805 Central Avenue, Suite 234
Cincinnati, Ohio 45202-1947

BID SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE _____

CASH DISCOUNT

BIDDER TO STATE CASH DISCOUNT BELOW:

_____ % IF PAID WITHIN _____ DAYS

DELIVERY COMPLETED WITHIN

_____ DAYS AFTER RECEIPT OF ORDER
(SEE PARAGRAPH 7 OF THE GENERAL TERMS
AND CONDITIONS)

FAXED or ELECTRONICALLY MAILED bids are *unacceptable*. Bids and all forms requiring signature or response *must* be completed and signed at submittal and signature(s) *must* be original; failure to do so shall cause a bid to be rejected as non-responsive.

THIS PAGE MUST BE SIGNED AND RETURNED FOR YOUR BID TO BE VALID

Contact Person(s)	Email Address	Agency Number	Req Number
Lashaun Williams	lashaun.williams@cincinnati-oh.gov		

COMMODITY CODE	DESCRIPTION
325-25	DOG FOOD AND SUPPLIES

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDER

- 1) **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- 2) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 3) **Workers' Compensations:** The bidder or contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the Bid Document.
- 4) **Infringements and Indemnification:** The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City wherever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
- 5) **Default Provisions:** In case of default by the bidder or contractor, the City of Cincinnati may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
- 6) **Pricing:** Prices should be stated in unit of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
- 7) **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges. As delivery may be a deciding factor in the award of an order, it is important that the bidders furnish delivery information in the space provided.
- 8) **Specifications:** Unless otherwise stated by the bidder the bid will be considered as being in strict accordance with the specifications outlined in the Bid Document.

Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description *unless* a departure or substitution is clearly noted described in the bid and approved by the City.
- 9) **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 10) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance. If no cash discount is indicated in the space provided in the Bid Document the terms will be considered as Net-thirty (30) days. Cash discount offered for payment in fewer than twenty five (25) calendar days cannot be considered.
- 11) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed. The Purchasing Division will continue to issue the exemption certificates upon request.
- 12) **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
- 13) **Award:** Unless otherwise specified in the Bid document of the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidder may submit bids on any item or group of items, provided however that the unit prices are shown as requested. Award provisions are set forth in the Bid Document.
- 14) **Payments:** Partial payments may be made upon presentation of a properly executed Invoice unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.
- 15) **Bidder's Signature:** Each bid form and all forms requiring signature must be signed by the bidder at the time of submittal with his usual, *original*, signature. All signatures should be in full. Failure to do so shall result in the bid being rejected as non-responsive. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner."
- 16) **Submission and Receipt of Bids:**
 - a) Bids, to receive consideration, must be received prior to the specified time of closing as designated in this Bid Document.
 - b) Bidders must use this form. Bid forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the bid envelope furnished by the City or similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information requested on the back of the City bid envelope furnished in detail.
 - d) Separate bids must be submitted on each reference number.
 - e) Bids having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
 - f) Bids should be mailed or delivered to the Office of the City Purchasing Agent, Cincinnati, Ohio.
- 17) **Bidder Agrees:** In compliance with this invitation of bids and subject to all conditions listed herein, the bidder offers and agrees: if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in, accordance with the specification applying and the price set opposite each item.

18) **Policy of Non-Discrimination:**

- a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
- b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.

19) **Expiration of Obligation:** All disbursements hereunder must be properly invoiced within ninety (90) days after the Completion date as set forth in the purchasing document. The City shall have no obligation as to invoices submitted thereafter.

20) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**

21) **Interpretation of Bid and/or Contract Documents**

No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the office of the Purchasing Division. In addition, copies will be mailed to each person holding Bid and/or Contract Documents. It shall be the bidder's responsibility to make inquiry as to any interpretations issued. All such interpretations shall become part of the Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

22) **Changes and Addenda to Bid Documents**

Each change or addenda issued in relation to this document will be on file in the Purchasing Division. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Information on all changes or addenda will be available at the office of the City Purchasing Agent no less than five (5) working days prior to scheduled bid opening date.

Total bid inquiry or specific item cancellations may be issued later than the time specified above.

23) **Cooperative Purchasing**

The City of Cincinnati and other governmental entities may purchase the commodities indicated in this solicitation and the resulting contract. Each Entity will issue its own purchasing document based on the contract's pricing.

BID DOCUMENT - As part of the bid submission, the bidder should return the Bid Document with all pages intact.

Removal of any pages included in the original of the Bid Document may result in the bid being determined to be non-responsive.

REQUISITIONER(S)

For furnishing during the period of the contract the commodity and/or service listed herein as required by the Police Department from time to time.

QUANTITIES AND DURATION

The quantities listed herein are the City Department(s) or Division(s) listed herein estimated requirements for a twelve month period; however, they shall not govern the actual quantities purchased during the contract period.

It is estimated that on a time proportionate basis the quantities for an optional renewal period will approximate the quantities listed herein; however, they shall not govern the actual quantities purchased during the optional renewal period.

CERTIFICATION

This contract involves the expenditure of money only to the extent that requisitions will be made off this contract from time to time by various City Departments during the term of this contract. For that reason, and in the absence of the requisition for immediate performance or delivery off this contract, certification by the Finance Director as to the availability of funds to meet the obligations of each individual requisition off this contract will occur on each individual requisition as such requisitions are made from time to time by various City Departments during the term of the contract. The City asserts the absence of any liability in excess of the amounts so certified.

ADDITIONAL INFORMATION AND AUTHORIZED COMMUNICATION

Questions or requests for additional information regarding this solicitation shall be directed in writing to the assigned City of Cincinnati Buyer, Lashaun E. Williams, via email at lashaun.williams@cincinnati-oh.gov.

Starting on the date a procurement solicitation is issued and expiring on the date the contract is awarded, actual and prospective respondents or bidders (including their representatives or persons acting on their behalf) are prohibited from contacting any City employees other than the assigned Buyer or a representative from the City's Purchasing Division, in any manner regarding this solicitation. Any contact other than with the assigned Buyer or the City's Purchasing Division during the no contact period may be justification for rejection of the violator's bid.

REQUESTED ITEMS

The City Department(s) or Division(s), listed herein, will purchase on this contract its needs of only the items listed herein and items listed on the price list.

INITIAL CONTRACT PERIOD

The Dog Food shall be delivered, as ordered, during the period beginning on the effective date of the contract and ending July 31, 2017.

OPTIONAL RENEWAL PERIOD(S)

At the sole discretion of the City the contract may be renewed for two (2) additional (12) twelve month period ending July 31, 2019.

These options shall be automatically exercised unless written notice to the contrary is filed with either party not later than thirty days prior to the expiration of the current contract period. Such notice shall be provided in writing.

It is understood and agreed that the contract may be renewed under the same conditions governing the original contract.

TERMINATION

The City may terminate this Agreement at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

PRICING

Pricing shall be firm, not subject to change.

SEND INVOICE TO

Invoices must be submitted on the contractor's standard invoice and mailed to the Police Canine Unit, 5083 Colerain Avenue, Cincinnati, OH 45225 or the designated location.

The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) to facilitate audit of invoices by the City of Cincinnati.

SAMPLE

The City may require samples after a review of the bids. Samples, if requested, must be delivered to the location to be specified, within ten calendar days from the date of the request.

Failure to comply with this requirement will eliminate your bid from further consideration.

CONTRACTOR'S NOTE

The products listed have been tried and found to be acceptable for the dogs of the Police Canine Unit, with the approval of the dogs' veterinarian. **No substitutions will be accepted.**

The companies wishing to have products tested which they believe to be equal to the products listed may submit samples for test and evaluation for **consideration on future City bids.**

AVAILABILITY OF STOCK

The Contractor shall maintain a local stock of dog and cat food in the greater Cincinnati area.

The local stock shall be available at all times during normal working hours for emergency pick-up by the City.

The length of time required for deliveries and the size and the variety of the bidder's local stock will be considered in making an award.

SPECIAL CONDITIONS

The bidder should furnish with the bid complete specifications for the material offered.

QUESTIONNAIRES

Bidder shall accurately complete the questionnaire(s) included herein.

AWARDING CRITERIA

In making an award the City will evaluate the bids received considering such factors as listed below as well as other factors, which are considered pertinent:

1. Price
2. Compliance with bid conditions and specifications
3. Availability of local stock
4. Bidders capability
5. Driving time and location of vendor's local stock

ONE AWARD

Prices should be quoted in the units requested; however, the City will award a contract to only one successful bidder, considering the total requirements. For a bid to receive consideration prices must be quoted for each and every item.

CONTRACTOR REGISTRATION

The Contractor awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss> to register.

ADDITIONAL DOG FOOD

By mutual agreement of the City and the Contractor additional dog food may be added to the contract as need arises for each agency, up to the legal advertising limit.

The Contractor shall submit his quotation for each additional item. Such quotation shall be subject to the approval of the City Purchasing Agent.

If the Contractor declines to perform the service or if the price quoted for the additional item is not approved by the City, the City shall have the right to contract for the additional item with others.

EEO PROGRAM

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the vendor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the bid due to the vendor being non responsive.

SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY & WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAMS

Requirements of the City of Cincinnati Municipal Code Chapter 323 (SBE Program) and 324 (M/WBE Program), and amendments thereto are applicable. The contract with the City shall be subject to, and the contractor shall comply with, the provisions of Cincinnati Municipal Code Chapter 323 and 324. Section 323-99 and 324-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via <http://www.cincinnati-oh.gov/inclusion/>.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, which includes the utilization of Small Business Enterprises ("SBEs"). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The Bidder is responsible for verifying that each SBE or M/WBE to be used on a contract is certified by the time of bid closing. The M/WBE and/or SBE named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified SBEs and/or M/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, **by signing this bid** and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

ASSIGNMENTS AND SUBCONTRACTING REQUIREMENTS

The contractor agrees to constantly supervise and monitor personnel to ensure faithful prosecution of the work. The contractor shall not assign or subcontract the work or any part thereof unless prior approval from the City's Chief Procurement Officer using the Supplies and Services Subcontractor Approval and Substitution Request Form contained herein. Form may be submitted with the bid or during the contract period, but assignments/subcontracting may not occur unless approved.

WAGE ENFORCEMENT

This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the city or with a contractor or subcontractor of that person shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.

Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

ADMINISTRATIVE FEES

The successful Bidder will remit to the City an Administrative Fee in the amount of one percent (1%) of the total sales from this contract.

The pricing submitted with this proposal shall include the City's Administrative Fee.

ADMINISTRATIVE FEES MAY NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.

A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 45 days after the last day of each calendar quarter. Please provide a sample statement document for review.

REQUIREMENTS AND DATA

ESTIMATES ARE FOR A (12) MONTH PERIOD. ESTIMATES INDICATED WILL BE USED SOLELY FOR THE PURPOSE OF MAKING A TABULATION OF BIDS. ALL QUANTITIES ARE ON A MORE OR LESS BASIS.

ITEM NO.	QTY	UNIT	DESCRIPTION	PRICE PER	EXTENDED PRICE
1	114	BAG	40 LB. BAG, NATURAL LAMB MEAL AND RICE MFR. IAMS MFR. _____ NO. _____	_____ BAG	\$ _____
2	170	BAG	35 LB. BAG, EUKANUBA NATURAL LAMB –N-RICE MFR. IAMS MFR. _____ NO. _____	_____ BAG	\$ _____
3	90	BAG	40 LB. BAG, EUKANUBA ORIGINAL PREMIUM MFR. IAMS MFR. _____ NO. _____	_____ BAG	\$ _____
4	10	CASE	LAMB-N-RICE FORMULA, 13.2 OZ CANS, 12 PER CASE (RED LABEL) MFR. IAMS MFR. _____ NO. _____	_____ CASE	\$ _____
5	6	CASE	CHICKEN FORMULA 13.2 OZ CANS, 12 PER CASE (GREEN LABEL) MFR. IAMS MFR. _____ NO. _____	_____ CASE	\$ _____
6	60	CASE	ORIGINAL LARGE BONES 4 LB. BOXES – 6 PER CASE MFR. IAMS MFR. _____ NO. _____	_____ CASE	\$ _____
7	7	CASE	NATURAL CHOICE 12.5 OZ CANS – 12 PER CASE MFR. NUTRO MFR. _____ NO. _____	_____ CASE	\$ _____
8	500	EACH	RAWHIDES SIZE: LARGE MFR. _____ NO. _____	_____ EACH	\$ _____
9	6	CASE	PIGS EARS SIZE: 100 PER CASE MFR. _____ NO. _____	_____ CASE	\$ _____
			UNOFFICIAL TOTAL ITEMS 1-9	\$ _____	

DELIVERY CHARGE PER ORDER \$ _____
(THE CITY SHALL PICKUP SOME ORDERS)

ORDER COMPLETIONS

Each order shall be ready within _____ calendar days from receipt of notice to furnish from the using agency.

Note: As order completion may be a deciding factor in the award of a contract, it is important that bidder furnish the information requested above.

CITY'S OPTION WHEN DELIVERY TIME BECOMES EXCESSIVE

When, in the City's opinion, delivery time of any item becomes excessive resulting in inconvenience and affecting work, such item may be canceled and obtained elsewhere.

If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be canceled.

It is agreed that both options may be taken with no liability to the City.

QUESTIONNAIRE

This questionnaire, required to be completed by the contractor, shall become an obligation to be fulfilled by the successful contractor as part of the Contract.

Vendor's Name _____

Vendor's Address of Local Stock _____

Contact Person _____

Email Address _____

Phone No. for Placing Order _____

Value of Local Stock \$ _____

Are there any deviations from the Specifications? Yes _____ No _____

If "yes" please list all deviations

Unless otherwise stated by the bidder in the above space, the proposal will be considered as being in strict accordance with the Suggested Specification even though the manufacturer's literature indicates deviations.



CITY OF CINCINNATI NON-DISCRIMINATION POLICY

The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the City of Cincinnati.

The City of Cincinnati prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service. The City will conduct its contracting and purchasing programs so as to discourage any discrimination and will vigorously seek to resolve all claims of discrimination.

If you are going to subcontract, you must complete, sign and return the following forms with your bid/proposal:

- Subcontractor Utilization Plan (Form 2003) must be completed and signed only for bids that include subcontracts,
- Statement of Good Faith Efforts (Form 2007) must be completed, ***signed with the applicable attachments only for bids that include subcontracts, and***
- Outreach/Good Faith Efforts Form (Form 2007-a) must be completed, and signed only for bids that include subcontracts.
- Subcontractor Approval Request (Form 2004) must be completed and signed only for bids that include subcontracts.

If you are not going to subcontract, none of the SBE forms need to be completed.

The following forms are included in the bid invitation for information purposes only and do not have to be submitted with the bid/proposal:

- Form 2005 – Subcontractor Monthly Business Utilization Report: (must be entered on the online B2Gnow contracting modular <http://cincinnati.diversitycompliance.com> and submitted with monthly invoice).
- Form 2006 – Subcontractor Substitution Form: (must be submitted *before contractor starts for advance approval with any proposed change with SBE subcontractors*).

If you have any questions or need assistance in meeting these requirements, please contact the Department of Economic Inclusion at (513) 352-3144.



Form 2003

CITY OF CINCINNATI
SUBCONTRACTOR SBE/M/WBE UTILIZATION PLAN
Bid Reference No. 171A901035

(SUBMIT WITH
BID/PROPOSAL)

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL

PROCUREMENT DESCRIPTION:

DATE SUBMITTED:

TOTAL CONTRACT VALUE \$:

COMPANY NAME:

FEDERAL TAX ID#

ADDRESS/TELEPHONE:

THE ABOVE NAMED COMPANY PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM(S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED THE MANDATORY SUBCONTRACTING PARTICIPATION LEVEL. THE BIDDER MUST LIST ALL SUBCONTRACTORS, REGARDLESS OF AMOUNT OR SERVICE. FAILURE TO COMPLETE THIS FORM WITH ALL THE PERTINENT-REQUESTED INFORMATION (AS INDICATED IN EACH COLUMN) MAY CAUSE A BID TO BE DETERMINED AS NON-RESPONSIVE FOR SBE/M/WBE REVIEW PURPOSES.

Name/Address/Telephone	Federal Tax ID#	Describe Exact Type Of Work/Supplier	Subcontract Dollars	Subcontract Percentage	MBE or WBE	FOR OFFICE USE ONLY (SBE CALCULATION)

I certify that the above information is true to the best of my knowledge. The company acknowledges and agrees that if awarded the contract the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the City and the Company. I acknowledge and agree that any changes to the above information must be submitted in writing on the Substitution Form 2006 and approved in advance by the City.

Signature

Title

DATE



CITY OF CINCINNATI
STATEMENT OF GOOD FAITH EFFORTS

FORM 2007

**(SUBMIT WITH
BID/PROPOSAL)**

Bid Number 171A901035

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by small business enterprises on this project. Please indicate which methods you used by placing an **X** in the appropriate place.

YOU MUST SUBMIT YOUR SUPPORTING DOCUMENTATION WITH YOUR BID.
NEW INFORMATION WILL NOT BE ACCEPTED AFTER THE BID CLOSING DATE.

Minimum score required to establish “good faith” effort is 50 points.

- | | | |
|--------------------------------|---|------------------|
| <input type="checkbox"/> _____ | Identified sufficient subcontracting work to meet goal (attach content of advertisements and written notices to subcontractors indicating type of work to be subcontracted). | 10 Points |
| <input type="checkbox"/> _____ | Written Notice to Subcontractors (submit copy of each letter sent, or if one master notification, submit copy of letter and recipient list). | 15 Points |
| <input type="checkbox"/> _____ | Follow-up to initial solicitations (submit copy of call logs). | 20 Points |
| <input type="checkbox"/> _____ | Advertising (attach content of advertisements, which must include project name, bidder, work available, contact person’s name and number, information on availability of plans and specifications and bidder’s policy concerning assistance to subcontractors in obtaining bonds, credit lines and/or insurance; date of advertising and publications). | 15 Points |
| <input type="checkbox"/> _____ | Assistance with bonds, credit lines, insurance (submit copy of advertising and written notices to subcontractors). | 30 Points |
| <input type="checkbox"/> _____ | Provision of plans, specifications and requirements: Bidder provided interested sub-bidders with access to plans, specifications and requirements for subject project. | 5 points |
| <input type="checkbox"/> _____ | Other (please list any other methods utilized that aren’t covered above). | 5 Points |
| | _____ | |
| | _____ | |
| | _____ | |

Company

Date

Company Representative (Name and Title)



CITY OF CINCINNATI
OUTREACH/GOOD FAITH SUMMARY SHEET
Bid Reference No. 171A901035

FORM 2007-a
(SUBMIT WITH
BID/PROPOSAL)

COMPANY NAME:	ADDRESS/TELEPHONE:
BID PACKAGE:	BID DATE:

Name/Address	Type Of Work/Service(s) Solicited	Indicate How Businesses Were Contacted (i.e. Letter, Phone, Fax)	Response To Solicitation (i.e. Will Submit Bid, No Response, Not Interested)	Company Representative	Telephone Fax Number

Please list the name(s) of all firms contacted and their responses to the above Bid package. If additional space is required, this form may be duplicated.

I hereby certify that the above information is true and accurate.

Company Representative (Name/Title)

Date



CITY OF CINCINNATI
SUBCONTRACTOR APPROVAL REQUEST

FORM 2004

Statement of Intent to Utilize Firms

Bid Reference No. 171A901035

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID SUBMITTAL.
INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

PROJECT NAME			CONTRACT NO.		
City Agency Administering Contract		Contact Person		Phone No.	
Requesting Contractor		Federal Tax ID		Address	
				Zip Code	
Authorized Representative		Title		Phone No.	
Prime Contractor (If not the same as above)		Federal Tax ID		Address	
				Zip Code	
Prime Contractor E-Mail Address					

SUBCONTRACTOR

SUBCONTRACTOR		Federal Tax ID		Address		Zip Code	
Authorized Representative		Title		Phone No.		Fax No.	
E-Mail Address		Is SBE certified by the City of Cincinnati?		YES <input type="checkbox"/> NO <input type="checkbox"/>			
ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE		
	Total Value of Work						

SIGNATURES

SUBCONTRACTOR	DATE
Requesting Contractor	DATE
Prime Contractor (If not the same as above)	DATE
Specialist Initial	DATE
Contract Administering Agency	DATE
Director of Economic Inclusion	DATE



**INSTRUCTIONS FOR COMPLETING
FORM 2005 SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT
Record of Payments**

(This form may be photocopied by the Contractor/Subcontractor.)

Below are instructions on how to complete the Form 2005. This form is to be completed in its entirety by each prime contractor, signed and dated by a responsible official of the company, and submitted with each payment application. If these requirements are not met, your payment application will be delayed.

1. Project Name: Indicate official name of the project
2. Contract #: Indicate contract number issued by the City of Cincinnati
3. Company Name: Indicate company that is paying subcontractors
4. Federal Tax ID #: Indicate Federal Tax Identification or Social Security Number
5. Date Form Submitted: Indicate date the form is being submitted
6. Work Period Ending: Indicate date of work period ending
7. Address: Indicate address of company submitting form (include address, city, state and zip)
8. Contact Person: Indicate Company's contact person responsible for completing this form (Include contact phone & fax #)
9. Subcontractor/Vendor ID#: Indicate Subcontractor name and Vendor ID#. All subcontractors (SBE & Non-SBE) providing services under this trade contract must be included
10. Street address, zip and phone: Indicate street address, zip and phone number for subcontractors.
11. Description of Work: Indicate description of work being provided
12. Total Subcontract Amount: Indicate Current Subcontract Amount. This amount must reflect revised contract values due to Change Orders, Allowance Appropriations and Accepted Alternates
13. Amount Paid for the Period: Indicate current amount compensated or become due for the period
14. Total Amount Paid to Date: Indicate total amount paid to date. Add the Amount Paid for the Period (for each period) to equal the Total Amount Paid to Date.
15. Percentage of Work Completed: Based on the dollar amount compensated to Subcontractor and material supplier. Take the Total Amount Paid to Date and divide the Total Subcontractor Amount and multiply that total by 100 to get the Percentage of Work Completed figure

See examples below:

- a. (1) Total Amount Paid to Date X (multiply by) 100 = % of Job completed by
(2) Total Subcontractor Amount.

- b. (1) \$37,458.00 X 100 + 74.91% or 75% of Job completed
(2) \$50,000.00

16. Schedule Start Date: Indicate Date Subcontractor will start
17. Scheduled End Date: Indicate Date Subcontractor will finish
18. Company Representative: Signature of person preparing form
19. Title: Official Title of person preparing form
20. Date: Indicate Date of Submittal



CITY OF CINCINNATI
SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT
RECORD OF PAYMENTS MUST BE ENTERED ONLINE AT B2GNOW

FORM 2005
(SUBMIT WITH MONTHLY VOUCHER)

Bid Reference No. 171A901035

THIS DOCUMENT MUST BE SUBMITTED WITH MONTHLY INVOICE

PROJECT NAME:
CONTRACT#:

DATE FORM SUBMITTED:
WORK PERIOD ENDING:

COMPANY NAME:

ADDRESS:

FEDERAL TAX ID#:

CONTACT PERSON:

Subcontractor/Vendor ID# (Street Address/Zip/Telephone)	Description Of Work	Total Sub-Contract Amount	Amount Paid For The Period	Total Amount Paid To-Date	Percentage Of Work Completed	Scheduled Start Date	Scheduled End Date

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company Representative _____ **Title:** _____ **Date:** _____

**CITY OF CINCINNATI
SUBCONTRACTOR SUBSTITUTION
Bid Reference No. 171A901035**

THIS FORM MUST BE APPROVED BY THE DEPARTMENT OF ECONOMIC INCUSION PRIOR TO TERMINATING A CONTRACT WITH A SMALL BUSINESS ENTERPRISE (SBE) OR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AFTER THE BIDS OR PROPOSALS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. **CONTRACTOR MUST PROVIDE A WRITTEN EXPLANATION FOR THE SUBSTITUTION REQUEST.** INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

Company Name: _____ Project Name: _____

Address: _____ Date Submitted _____

_____ will be substituted for _____ to perform work on
(Name of Subcontractor/Supplier) (Name of Subcontractor/Supplier)

Or supply goods for the above described contract.

_____ will enter into a formal agreement for the work upon approval by the Owner and agrees with
(Subcontractor/Supplier)

New Subcontractor/Supplier EIN#: _____ Circle Type of Business: SBE DBE MBE WBE NONE

Attach a copy of the reason for SBE, MBE or WBE substitution

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/P.O. PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE
	<u>TOTAL VALUE OF WORK</u>				

Prime/General Contractor:

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Subcontractor/Supplier Replaced: I relinquish my quote for the above contract.

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Request is Approved _____ Denied _____

_____ Date: _____

Authorized Signature: Economic Inclusion